

State of Hawaii
Department of Human Services
Social Services Division

Request for Proposals (RFP)

SSD-16-POS-3080

**SUBSTANCE ABUSE ASSESSMENT AND
MONITORING SYSTEM**

STATEWIDE

RFP Posting Date: February 22, 2016

**RFP Proposal Submission Deadline:
March 24, 2016, 4:30 p.m.
Hawaii Standard Time**

NOTE: *It is the Applicant's responsibility to access the Public Procurement Notices for Solicitations for Health and Human Services on the State Procurement Office website or to contact the RFP Contact Person identified in this RFP regarding any subsequently issued addenda for this RFP. The State shall not be responsible for an incomplete proposal submitted as a result of the Applicant's not knowing about issued addenda, including additionally requested information or attachments, regarding this RFP.*

DAVID Y. IGE
GOVERNOR



RACHAEL WONG, DrPH
DIRECTOR

PANKAJ BHANOT
DEPUTY DIRECTOR

STATE OF HAWAII
DEPARTMENT OF HUMAN SERVICES
810 Richards Street, Suite 400
Honolulu, Hawaii 96813

MEMORANDUM

TO: RFP Proposal Applicants

FROM: Mona Maehara, Division Administrator
Social Services Division

SUBJECT: DEPARTMENT OF HUMAN SERVICES (DHS)
SOCIAL SERVICES DIVISION (SSD)
REQUEST FOR PROPOSALS (RFP)

The State of Hawaii, Department of Human Services, Social Services Division, is currently soliciting proposals from qualified Applicants to provide Substance Abuse Assessment and Monitoring System services. The attached Request for Proposals (RFP) SSD-16-POS-3080 to provide this service is being issued under Hawaii Administrative Rules (HAR) and Hawaii Revised Statutes (HRS) Chapter 103F. Please see the following "Proposal Submission Information Sheet" for important proposal submission information.

An RFP Orientation will be held on March 2, 2016, 1:00 p.m. to 4:00 p.m. Hawaii Standard Time (HST). See 1.7 Orientation, Section 1 of this RFP for further information. All prospective Applicants are encouraged to attend the Orientation. For further information about the Orientation, to participate by phone via teleconference, or for special accommodations, please contact Ms. Kenwyn Kaahaaina, POS Specialist/RFP Contact Person, at (808) 586-5706 or at kkaahaaina@dhs.hawaii.gov.

For questions regarding this RFP see 1.8 Submission of Questions, Section 1 of this RFP for information on the question and answer process.

Thank you for your interest. The DHS looks forward to receiving and reviewing your proposals.

PROPOSAL SUBMISSION INFORMATION SHEET
PROPOSAL SUBMISSION DEADLINE:
MARCH 24, 2016, 4:30 P.M., HAWAII STANDARD TIME.

PLEASE READ CAREFULLY AS THIS PROPOSAL SUBMISSION INFORMATION
MAY HAVE BEEN REVISED FROM PREVIOUS RFP's.

THE APPLICANT IS REQUIRED TO SUBMIT:

- 1. One (1) electronic copy of the proposal in both Portable Document Format (PDF) AND either Word or Excel format via email to the POS mailbox listed below.**
- 2. Printed copies of the proposal (one (1) original AND one (1) copy) via either the Applicant in person, private mail carrier (e.g., FedEx or United Parcel Service (UPS)), or the United States Postal Service (USPS) to the DHS office listed below.**
- 3. One (1) electronic copy of the proposal in both Portable Document Format (PDF) AND either Word or Excel format on either a Universal Serial Bus (USB) Flashdrive OR a Compact Disc (CD) (which must be readable by a personal computer system (PCS)) via either the Applicant in person, private mail carrier, or the USPS to the DHS office listed below.**

A COMPLETE PROPOSAL SUBMISSION IS
ALL THREE COMPONENTS RECEIVED BY THE SPECIFIED DATE AND TIME.
NO EXCEPTIONS SHALL BE MADE.

If the electronic **and** printed copies of the proposal are not received as described **or** not received by the specified date and time, the proposal submission shall be considered incomplete or late and **SHALL NOT BE ACCEPTED** for consideration. All submissions become DHS property.

- 1. All electronic copies submitted via email shall include in the email the RFP number, the Applicant's name, and the proposal submission attachments. All attachments shall be identified with the RFP number as abbreviated in the following example, the Applicant's initials (e.g. Humanity Community Services - HCS), and the attachment's content: e.g. 16-3020.HCS.narrative or 16-3020.HCS.budget.**
- 2. The Applicant shall submit:**
 - a. The complete proposal in PDF format; this may be separated into two or three sections for ease of sending if one PDF is too large provided that each section is labeled (e.g., 16-3020.HCS.#1, 16-3020.HCS. #2).**
 - b. Either the complete proposal in Word/Excel format, as applicable (and separated as described in a. above, as needed), or all of the following documents from the proposal in Word/Excel format, as applicable: Narrative, Performance Measurement Forms, Organization and Program Charts, Job Descriptions (no resumes), Budget forms (including Administrative Budget), and Work Plan (if required).**

The Applicant bears the complete responsibility for the submission of the electronic copies, including assuring their complete, correctly formatted, and timely submission and the risk that the electronic copies may not be readable by the DHS.

3. All printed and electronic copies submitted via the Applicant in person shall be enclosed in a sealed envelope identified with the RFP number and the Applicant's name on the outside.

All printed and electronic copies submitted via the Applicant in person, private mail carrier, and the USPS shall contain a cover sheet inside the sealed envelope with the RFP number, the Applicant's name, and a description of the envelope's contents on it (e.g., one printed original copy of the proposal, one printed copy of the proposal, one Flashdrive or one CD).

DHS OFFICE ADDRESS:

Department of Human Services
Social Services Division
Purchase of Services Unit
810 Richards Street, Suite 400
Honolulu, Hawaii 96813

EMAIL ADDRESS:

ssdposmailbox@dhs.hawaii.gov

RFP CONTACT PERSON:

Ms. Kenwyn Kaahaaina, POS Specialist
Phone: (808) 586-5706
Email: kkaahaaina@dhs.hawaii.gov

PLEASE BE ADVISED:

1. Proposal submissions attempted after **March 24, 2016, 4:30 p.m. Hawaii Standard Time (HST)** shall **not** be accepted.
2. Any private mail carrier or USPS proposal submissions with a date stamp of **March 24, 2016, 4:30 p.m. Hawaii Standard Time (HST)** but received after **March 24, 2016, 4:30 p.m. Hawaii Standard Time (HST)** shall **not** be accepted.
3. All Applicants are **strongly encouraged** to submit **all** electronic copies of the proposal submission in advance of the proposal submission deadline. This will allow the Applicant the opportunity to: a) assure that they have been received by the DHS in a timely manner, and b) assure that the DHS can open and read them.
4. Proposals sent by facsimile (fax) shall not be accepted.
5. It is the Applicant's responsibility to access the Public Procurement Notices for Solicitations for Health and Human Services on the State Procurement Office website or to contact the RFP Contact Person identified above regarding any subsequently issued addendum for this RFP, which may include a revision to the proposal submission deadline.

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Section 1

Administrative Overview

Section 1

Administrative Overview

The Applicant is highly encouraged to **read each section of the RFP thoroughly**. While sections such as the Administrative Overview may appear similar among RFPs, State purchasing agencies may add or delete information, as applicable. It is the responsibility of the Applicant to understand the requirements of this specific RFP.

1.1 Procurement Timetable

Note: The Procurement Timetable represents the State's best estimated schedule. If an activity is delayed, subsequent activities may be delayed by the same number of days.

<u>Activity</u>	<u>Scheduled Date</u>
Public notice announcing Request for Proposals (RFP)	<u>2/22/2016</u>
Distribution of RFP	<u>2/22/2016</u>
RFP Orientation	<u>3/2/2016 1:00 p.m. - 4:00 p.m. HST</u>
Applicants' submission of written questions for written responses deadline	<u>3/4/2016 4:30 p.m.</u>
State purchasing agency's response to Applicants' written questions deadline	<u>3/9/2016</u>
Discussions with Applicants prior to proposal submission (optional)	<u>As needed</u>
Proposal submission deadline	<u>3/24/2016 4:30 p.m. HST</u>
Discussions with Applicants after proposal submission (optional)	<u>As needed</u>
Final revised proposals deadline (optional)	<u>As needed</u>
Proposal evaluation period	<u>3/25/2016 – 4/15/2016</u>
Provider selection	<u>4/15/2016</u>
Statement of Findings and Decision (Notice of Award)	<u>4/22/2016</u>
Contract start date	<u>7/1/2016</u>

1.2 Website Reference

The State Procurement Office (SPO) website is <http://spo.hawaii.gov/>

	For:	Website:
1	Procurement Notices for Solicitations (RFP) website	http://spo3.hawaii.gov/notices/notices
2	Procurement of Health and Human Services	http://hawaii.gov/spo2/health/rfp103f/
3	Hawaii Revised Statutes (HRS) and Hawaii Administrative Rules (HAR) for Purchases of Health and Human Services	http://spo.hawaii.gov/references/
4	Standard Contract – General Conditions (AG103F13)	http://hawaii.gov/forms/internal/department-of-the-attorney-general/ag-103f13-1/view
5	Cost Principles	http://spo.hawaii.gov/for-vendors/vendor-guide/methods-of-procurement/health-human-services/competitive-purchase-of-services-procurement-method/cost-principles-table-hrs-chapter-103f-2/
6	Forms	http://spo.hawaii.gov/all-forms/
7	Protest Procedures/Forms	http://spo.hawaii.gov/for-vendors/vendor-guide/protests-for-health-and-human-services/

Non-SPO websites

Note: Website addresses may change from time to time. If a link is not active, try the State of Hawaii website at <https://portal.ehawaii.gov/>

	For:	Website:
8	Hawaii Compliance Express (HCE)	https://vendors.ehawaii.gov/hce/splash/welcome.html
9	Department of Taxation	http://tax.hawaii.gov/
10	Department of Commerce and Consumer Affairs, Business Registration	http://dcca.hawaii.gov/ Click on “Business Registration”
11	Wages and Labor Law Compliance, HRS §103-055	http://www.capitol.hawaii.gov/hrscurrent/Vol02_Ch0046-0115/HRS0103/HRS_0103-0055.htm
12	Campaign Spending Commission	http://ags.hawaii.gov/campaign/
13	Internal Revenue Service	http://www.irs.gov/

1.3 Authority

This RFP is issued under the provisions of Hawaii Administrative Rules (HAR) and Hawaii Revised Statutes (HRS) Chapter 103F. The Applicant is charged with presumptive knowledge of all requirements of the cited authorities. Submission of a valid executed proposal by the Applicant shall constitute admission of such knowledge on the part of the Applicant.

1.4 RFP Organization

This RFP is organized into five sections:

Section 1, Administrative Overview: Provides the Applicant with an overview of the procurement process.

Section 2, Service Specifications: Provides the Applicant with a description/details of the tasks to be performed, delineates the Provider's responsibilities, and defines deliverables, as applicable.

Section 3, Proposal Application Instructions: Describes the required format and content for the proposal Application.

Section 4, Proposal Evaluation: Describes how proposals shall be evaluated by the State purchasing agency.

Section 5, Attachments: Provides the Applicant with information and forms necessary to complete the proposal Application.

1.5 Contracting Office

The Contracting Office is responsible for overseeing the contracts resulting from this RFP including systems operations, fiscal agent operations, and monitoring and assessing the Provider's performance. The Contracting Office is:

Department of Human Services
Social Services Division
Purchase of Services Unit
810 Richards St, Suite 400
Honolulu, Hawaii 96813

1.6 RFP Contact Person

From the release of this RFP until the full execution of the contracts for the awarded Providers, any communication regarding this RFP shall be directed to the sole point-of-contact identified below unless otherwise directed:

Ms. Kenwyn Kaahaaina
Purchase of Services Unit
Phone: (808) 586-5706
Email: kkaahaaina@dhs.hawaii.gov

1.7 Orientation

An RFP Orientation for Applicants regarding this RFP shall be held as follows:

Date:	March 2, 2016	Time:	1:00 p.m. – 4:00 p.m.
Department of Human Services, Benefits, Employment, and Support Services Division (BESSD) Video Conferencing Center (VCC) locations as follows:			
Locations:	Honolulu, Oahu, HI:	Haseko Center, 820 Mililani St., Suite 606	
	Hilo, Hawaii, HI:	Kinoole Shopping Center, 1990 Kinoole St.	
	Kona, Hawaii, HI:	Kona Center, 75-5722 Hanama Pl., Suite 1105	
	Wailuku, Maui, HI:	Waiehu Beach Center, 270 Waiehu Beach Rd., Suite 107	
	Lihue, Kauai, HI:	Dynasty Court, 4473 Pahee St., Suite G	

The Orientation shall be held live at the Honolulu location listed above and via videoconference at the other locations. To attend the Orientation the Applicant shall contact Ms. Kaahaaina at (808) 586-5706 or kkaahaaaina@dhs.hawaii.gov as soon as possible and provide their name, agency, telephone number, and email address as well as the number of people planning to attend the meeting.

If the Applicant would like to attend but is unable to participate at one of the video conferencing centers listed above, the Applicant shall contact Ms. Kaahaaina at (808) 586-5706 or kkaahaaaina@dhs.hawaii.gov at least two days before the Orientation and provide the same information detailed above to participate via teleconference.

1.8 Submission of Questions

The Applicant is encouraged to submit written questions to Ms. Kaahaaina at kkaahaaaina@dhs.hawaii.gov prior to the Orientation. The Applicant shall have the opportunity to ask questions at the Orientation and answers will be provided at the State purchasing agency's discretion. However, answers provided at the Orientation are intended only as general responses and may not fully represent the State purchasing agency's position. To ensure an answer to either a question from the Orientation or a question that develops after the Orientation, the Applicant shall submit the question in writing after the Orientation but no later than the Applicants' submission of written questions deadline. Formal official responses to the Applicants' written questions shall be provided in writing by the State purchasing agency via an addendum to the RFP.

The Applicants' submission of written questions deadline is **March 4, 2016, 4:30 p.m. Hawaii Standard Time.**

The State purchasing agency's response to the Applicants' written questions deadline is **March 9, 2016.**

1.9 Submission of Proposals

B. Forms/Formats

Forms, with the exception of program specific forms, may be found on the SPO website (see 1.2 Website Reference, Section 1 of this RFP). For program specific forms see the Proposal Application Checklist, Section 5 of this RFP.

1. Proposal Application Identification Form (SPOH-200)

This form provides the Applicant's proposal identification.

2. Proposal Application Checklist

This checklist provides the program specific requirements, the reference and location of required forms, and how the proposal components shall be ordered and submitted to the State purchasing agency.

3. Table of Contents

This sample format is meant to be a guide (see Section 5 of this RFP).

4. Proposal Application (SPOH-200A)

This form provides a framework within which the Applicant may submit comprehensive narratives to address the requirements specified in the Proposal Application Instructions, Section 3 of this RFP, including a complete budget. The Applicant may also choose to develop its own framework within which to address the requirements. Whatever framework is used, the Applicant must address all of the requirements in this RFP as specified.

B. Program specific requirements

See Service Specifications, Section 2 and Proposal Application Instructions, Section 3 of this RFP. For required State and/or federal certifications see Proposal Application Checklist, Section 5 of this RFP.

C. Multiple and alternate proposals

Multiple proposals shall be accepted. Alternate proposals shall not be accepted (see Service Specifications, Section 2 of this RFP).

D. Hawaii Compliance Express (HCE)

All Providers shall comply with all laws governing entities doing business in the State. Providers shall register with HCE for on-line compliance verification from the Hawaii State Department of Taxation (DOTAX), Internal Revenue Service (IRS), Department of Labor and Industrial Relations (DLIR), and Department of Commerce and Consumer Affairs (DCCA). There is an annual registration fee for the service (currently \$12.00). The HCE's on-line "Certificate of Vendor Compliance" provides the registered Provider's current compliance status as of the Certificate's issuance date and is accepted for both contracting and final payment purposes. See 1.2 Website References, Section 1 of this RFP for the HCE website address.

1. Tax clearance

Pursuant to HRS §103-53, as a prerequisite to entering into a contract of \$25,000.00 or more the Provider shall be required to have a tax clearance from DOTAX and the IRS. See 1.2 Website References, Section 1 of this RFP for the DOTAX and the IRS website addresses.

2. Labor law compliance

Pursuant to HRS §103-55, the Provider shall be in compliance with all applicable laws of the State and federal governments relating to Payment of Wages, Safety, Workers' Compensation, and Unemployment Compensation. See Section 1, 1.2 Website Reference of this RFP for the DLIR website address.

3. DCCA business registration

Prior to entering into a contract, the owner of any entity doing business in the State, except the owner of a sole proprietorship, charitable organization, unincorporated association, or foreign insurance company, shall be registered and in good standing with the DCCA, Business Registration Division. Also, a foreign insurance company must register with the DCCA, Insurance Division. See 1.2 Website References, Section 1 of this RFP for the DCCA website address.

E. Wages law compliance

By submitting a proposal the Applicant certifies that it is in compliance with HRS §103-55 Wages, Hours, and Working Conditions of Employees

of Contractors Performing Services. See 1.2 Website References, Section 1 of this RFP for the DLIR website address.

F. Campaign contributions by State and county providers/contractors

HRS §11-355 prohibits campaign contributions from certain State and county government providers/contractors during the contract term if the providers/contractors are paid with funds appropriated by a legislative body. See 1.2 Website Reference, Section 1 of this RFP for the Campaign Spending Commission website address.

G. Confidential information

If the Applicant believes any portion of a proposal contains information that should be withheld as confidential, the Applicant shall request in writing for non-disclosure of designated proprietary data to be confidential and provide justification to support confidentiality. Such data shall accompany the proposal, be clearly marked, and be readily separable from the proposal to facilitate eventual public inspection of the non-confidential sections of the proposal.

Note: Expenditure/Item costs are not considered confidential and will not be withheld.

H. Proposal Submission

FOR PROPOSAL SUBMISSION INFORMATION REGARDING THIS RFP PLEASE REFER TO THE PROPOSAL SUBMISSION INFORMATION SHEET AT THE BEGINNING OF THIS RFP.

1.10 Discussion with the Applicant

- A. Prior to the proposal submittal deadline:** Discussion may be conducted with an Applicant to promote understanding of the State purchasing agency's requirements.
- B. After the proposal submittal deadline:** Discussion may be conducted with an Applicant whose proposal is determined to be reasonably susceptible of being selected for award, however, a proposal may be accepted without discussion per HAR §3-143-403.

1.11 Opening of Proposals

Upon the State purchasing agency's receipt of a printed, USB, and/or CD proposal copy at the designated location (including any modifications to and withdrawals

of a proposal), a verification of receipt shall be date-stamped and, if possible, time-stamped for the Applicant's and the State purchasing agency's records.

Upon the State purchasing agency's receipt of an emailed proposal copy at the designated location, a verification of receipt shall be emailed to the Applicant as soon as possible after receipt on March 24, 2016 for the Applicant's and the State purchasing agency's records.

All received printed, USB, CD and/or emailed proposal copies shall be secured by the State purchasing agency and not examined for evaluation purposes until after the proposal submittal deadline.

Procurement files shall be open to public inspection after a contract has been awarded and fully executed.

1.12 Additional Materials and Documentation

Upon request from the State purchasing agency, the Applicant shall submit any additional documentation/materials reasonably required by the State purchasing agency for its evaluation of the proposal.

1.13 RFP Amendments

The State reserves the right to amend this RFP at any time prior to the final revised proposals deadline.

1.14 Final Revised Proposals

If requested of the Applicant, a final revised proposal shall be submitted in the manner and by the date and time specified by the State purchasing agency. If the final revised proposal is not submitted, the previously submitted proposal shall be the Applicant's final revised proposal. The Applicant shall submit only the section/s of the proposal requiring revision as well as the Proposal Application Identification Form (SPOH-200) (see 1.2 Website Reference, Section 1 of this RFP). After the final revised proposals are received, final evaluations shall be conducted for the contract awards.

1.15 Cancellation of Request for Proposal

This RFP may be canceled and any or all proposals may be rejected, in whole or in part, when it is determined to be in the best interest of the State.

1.16 Costs for Proposal Preparation

Any cost incurred by the Applicant in preparing or submitting a proposal is the Applicant's sole responsibility.

1.17 Provider Participation in Planning

Applicants awarded a contract resulting from this RFP shall be required to participate in the State purchasing agency's future development of a service delivery plan pursuant to HRS §103F-203.

The Providers' participation in the State purchasing agency's efforts to plan for or to purchase Health and Human Services prior to the release of an RFP, including the sharing of information about community needs, best practices, and the Providers' resources, shall not disqualify the Providers from submitting proposals if conducted in accordance with HAR §3-142-202 and §3-142-203.

1.18 Rejection of Proposals

The State reserves the right to consider only those proposals submitted in accordance with all requirements set forth in this RFP, which comply with the service specifications, and which demonstrate an understanding of the problems involved as acceptable. A proposal offering any other set of terms and/or conditions may be rejected without further notice.

A proposal may be automatically rejected for any one or more of the following reasons:

- | | | |
|----|--|------------------------|
| A. | Inadequate response to RFP | (HAR §3-143-609) |
| B. | Late proposal | (HAR §3-143-603) |
| C. | Applicant not responsible | (HAR §3-143-610(a)(2)) |
| D. | Proposal not responsive | (HAR §3-143-610(a)(1)) |
| E. | Inadequate accounting system | (HAR §3-141-202) |
| F. | Failure to cooperate or deal in good faith | (HAR §3-141-201) |

1.19 Notice of Award

A Statement of Findings and Decision (Notice of Award) shall be provided by mail (USPS) to all responsive and responsible Applicants for the award or non-award of a contract upon completion of the evaluation of all proposals. The Statement shall provide information regarding only the individual Applicant, not all of the Applicants, as well as the name of the Applicant that the contract was awarded to.

Any contract resulting from this RFP is subject to the approval of the State Department of the Attorney General (DAG) as to form and to all further approvals, including the approval of the Director, as required by statute, rule, regulation, order, or other directive.

No work is to be undertaken by a Provider awarded a contract prior to the contract

start date. The State is not liable for any costs incurred prior to the official contract start date.

1.20 Protests

Pursuant to HAR Chapter 148 and HRS §103F-501, an Applicant aggrieved by an award of a contract may file a protest. For the Notice of Protest form (SPOH-801) and related forms see 1.2 Website Reference, Section 1 of this RFP. Only the following matters may be protested:

- A. A State purchasing agency's failure to follow any procedure established by HRS Chapter 103F.
- B. A State purchasing agency's failure to follow any rule established by HRS Chapter 103F.
- C. A State purchasing agency's failure to follow any requirement, procedure, or evaluation criterion in the RFP issued by the State purchasing agency.

The Notice of Protest shall be postmarked by the USPS or hand delivered to: 1) the Head of the State purchasing agency (HOPA) conducting the procurement, and 2) the procurement officer conducting the procurement within five (5) working days of the postmark of the Statement of Findings and Decision (Notice of Award) sent to the Applicant protestor. If delivery services other than the USPS are used they shall be considered hand delivery and the Notice of Protest shall be considered submitted on the date received by the State purchasing agency.

Head of State Purchasing Agency and Procurement Officer
Director of the Department of Human Services
Mailing Address: Department of Human Services P.O. Box 339 Honolulu, Hawaii 96809-0339
Business Address: Department of Human Services 1390 Miller Street, Room 209 Honolulu, Hawaii 96813

1.21 Availability of Funds

The contract award and any allowed extension thereof is subject to allotments made by the State Director of Finance pursuant to HRS Chapter 37 and subject to the availability of State and/or Federal funds.

1.22 General and Special Conditions of Contract

Both General and Special Conditions shall be contractually required (see 1.2 Website Reference, Section 1 and Section 5 of this RFP).

1.23 Cost Principles

To promote uniform purchasing practices among State purchasing agencies procuring Health and Human Services under HRS Chapter 103F, State purchasing agencies shall utilize standard Cost Principles (SPOH-201) (see 1.2 Website Reference, Section 1 of this RFP). The State Cost Principles shall not exempt the Provider from complying with any cost principles under federal law.

Section 2

Service Specifications

Section 2

Service Specifications

2.1 Introduction

A. Overview and purpose

The Department of Human Services (DHS), Child Welfare Services (CWS) is seeking proposals statewide to provide substance abuse assessments and urinalysis testing and monitoring services to clients involved with, or at risk of becoming involved with, CWS, Voluntary Case Management (VCM) Services, or Family Support Services (FSS) due to the effects of using substances on their abilities to safely parent their child/ren. VCM and FSS are part of CWS' Differential Response System (DRS).

Services shall include substance abuse assessments, urinalysis testing and monitoring to screen for illegal or prohibited substances, and lab testing confirmation. Clients may either be court ordered to participate in services or requested to voluntarily participate in services.

B. Planning activities conducted in preparation for this RFP

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| _____ | Information from <u>fundors</u> (legislature, federal agencies, private foundations, etc.) on funding terms and conditions. |
| _____ | Information from <u>other state agencies</u> on services to the same target group. |
| X _____ | Views of service <u>recipients and community advocacy groups</u> on conditions affecting achievement of desired goals. |
| X _____ | Views of <u>Provider organizations</u> on how to improve service specifications; a request for information (RFI) process may have been used for this purpose. |
| X _____ | Information from POS monitoring and other <u>reports</u> for current contracts. |
| X _____ | Other data (socio-economic and health trends, waiting lists for services, client satisfaction surveys, etc.). |

A Request for Information (RFI) was posted on the State Procurement Office (SPO)/Procurement Notices System website on September 20, 2015 to gather information and assist in the development of this RFP.

Planning information may be obtained from Kenwyn Kaahaaina, POS Supervisor and RFP contact person, by email at kkaahaaina@dhs.hawaii.gov.

C. Service goals

The goals of CWS are comprised of three broad outcome domains in the continuum of child welfare services: safety, child and family well-being, and permanency. Provision of a consolidated and enhanced Substance Abuse Assessment and Monitoring System shall assist the DHS with ensuring the safety of children, enhancing the monitoring of child and family well-being and service compliance, and making informed permanency decisions.

The guiding principles of family-centered practice in CWS are:

1. The safety of the child is the paramount concern that shall guide all child welfare services, including service provision, placement, and permanency planning decisions.
2. Reasonable efforts to maintain and reunify the family are important except when it is determined that the child's safety in the family cannot be assured, due to certain aggravated circumstances, or when, after a period of 12 months of service activities, the DHS must move towards a permanent placement for the child. Thus, risk and safety assessment skills are important in helping to maintain quality decision-making in child welfare services.
3. The child shall be helped to stay with or return to the family, when safety can be assured, through the provision of timely, appropriate, quality, and individualized service activities and supports that build on the strengths of the child and the family and are responsive to their needs.
4. If the child cannot remain safely in the family home, foster care and other temporary placements shall be considered as an extension of family life rather than as an alternative to it. The child's need for attachment shall be addressed through strengthening the family as a resource for the child.
5. A family crisis provides the opportunity for a family to address problems. When timely, appropriate, and high quality services are provided to a family in crisis, family members, CWS/VCM/FSS, and Family Court are able to make informed decisions about the biological, resource, and/or adoptive parents' ability to protect and care for the child.

Services and service activities:

1. Shall be competent, comprehensive, coordinated, and collaborative and provided in all contracted geographic areas.
2. Shall be respectful of and responsive to the client's individual strengths, needs, values, and preferences, and build on their capacities.
3. Shall address the physical, emotional, social, and educational needs of the client and the family's ability to protect the child. They shall provide clear and attainable goals and objectives for the client. They shall empower the client to help themselves and to gain and maintain mastery and control of their abilities to protect the child/ren.
4. Shall consider the client's culture and be delivered with respect to their cultural and community ties.

D. Target population to be served

Services shall be provided to clients referred by CWS, VCM, and FSS who are in need of services to address substance abuse.

1. Clients who are under the jurisdiction and supervision of the Family Court and not subject to the requirements of the State of Hawaii, Department of Health, Administrative Rules, Title 11, Chapter 113.
2. Clients who are not under the jurisdiction and supervision of the Family Court and who are subject to the requirements of the State of Hawaii, Department of Health, Administrative Rules, Title 11, Chapter 113.

Specifics regarding the target population may be adjusted to meet the needs of the community and to comply with State or federal laws. In that event, the DHS shall notify the Provider in writing about the necessity of the change/s and what the proposed change/s will be. The Provider shall have the opportunity to discuss the change/s prior to its/their implementation.

E. Geographic coverage of service

The Provider shall be responsible for the provision of the full range of contracted services throughout the contracted area/s, including service capacity and staffing. Services shall be provided statewide to the following geographic areas:

1. East Hawaii
2. West Hawaii
3. Kauai
4. Maui County (Maui, Molokai, and Lanai)

5. Oahu

F. Period of availability, probable funding amounts, and sources

Each contract shall be awarded for an initial term of two (2) years with the possibility of two (2) extensions for two (2) years each thereafter, subject to the availability of State and federal funds, continued identified community need, and the satisfactory performance of services by the Provider as determined by the DHS. The maximum contract term shall not exceed six (6) years, from July 1, 2016 through June 30, 2022.

Total contract funding is anticipated to be \$369,210.00 per fiscal year, allocated per contract as follows:

Geographic Areas	Maximum Annual Contract Amounts
East Hawaii	\$44,000.00
West Hawaii	\$15,000.00
Kauai	\$21,000.00
Maui County	\$54,000.00
Oahu	\$235,210.00

Total contract funding shall be pro-rated for periods of less than one (1) year.

The allocation of funding per contract is based on the total funding amount available for the service and the estimated costs of providing services to the goal numbers of clients to be served in each geographic area (see Performance Measurement Form A, Section 2 of this RFP). The allocation includes compensation for operating costs, including personnel.

Funding increases and decreases shall also be subject to the availability of State and federal funds, changes in the service specifications (e.g. the target population to be served, the geographic location's needs, utilization increases/decreases, service activities, and service delivery), and satisfactory performance by the Provider as determined by the DHS.

Funding for any given year or for the contract as a whole may increase up to 300% of the original amount without being considered a fundamental change per Hawaii Administrative Rules (HAR) §3-149-303(d).

2.2 Contract Monitoring and Evaluation

The criteria by which the performance of the contract shall be monitored and evaluated are:

- A. Quality of Care/Quality of Services**
- B. Output Measures**

- C. Performance/Outcome Measures
- D. Financial Management
- E. Administrative/Management Requirements

2.3 General Requirements

- A. Specific qualifications or requirements including, but not limited to, licensure or accreditation

The Provider shall comply with the following requirements as well as the General and Special Conditions, which include further requirements of this contract (see Section 5 of this RFP).

1. The Provider shall provide services in concurrence with all Hawaii Revised Statutes (HRS), with particular attention to Chapters 346, 350, and 587; Hawaii Administrative Rules (HAR); Code of Federal Regulations, Title 45 – Public Welfare, Part 1340 – Child Abuse and Neglect Prevention and Treatment (45 CFR 1340); and the DHS’ policies and procedures.
2. The Provider shall be qualified, as well as certified, licensed, and/or accredited, as applicable, to perform the services solicited in this RFP.
3. The Provider shall not impose any income eligibility standard on clients or families as a basis for receiving services provided through this contract.
4. Disagreements may occur between the Provider and the DHS regarding various issues (e.g. the performance of service activities within contracted specifications). The DHS shall make every effort to resolve these disagreements in a manner acceptable to both parties. However, if a disagreement is unable to be resolved acceptably to both parties after significant communication between them has occurred, the DHS shall prevail. If the Provider fails to comply with the DHS’ directive, it may be deemed cause for corrective action and/or potential contractual remedies, including contract termination.
5. The contract shall be modified, as necessary, to include changes in the service specifications (e.g. the target population to be served, the geographic location’s needs, utilization increases/decreases, service activities, and service delivery), State or federal statutes or rules, and/or the requirements of applicable funding sources. In that event, the DHS shall notify the Provider in writing about the necessity of the change/s and what the proposed change/s will be. The Provider shall have the opportunity to discuss the change/s prior to its/their implementation.
6. The Provider shall participate in quality assurance/improvement projects

for research and evaluation purposes as requested by the DHS. Such activities shall include one Child and Family Service Review (CFSR) per year/per qualified staff as arranged by the DHS. Qualifications of the Provider's staff to participate in the CFSR shall be determined by the DHS.

Other quality assurance/improvement activities that the Provider may participate in shall include data collection and requests related to current DHS initiatives, programs, and activities. The DHS may request that the Provider provide records for review for these purposes.

B. Secondary purchaser participation
(Refer to HAR §3-143-608)

After-the-fact secondary purchases shall be allowed.

Planned secondary purchases shall not be allowed.

C. Multiple or alternate proposals
(Refer to HAR §3-143-605)

Multiple proposals shall be allowed.

Alternate proposals shall not be allowed.

D. Single or multiple contracts to be awarded
(Refer to HAR §3-143-206)

☐ Single

☐ Multiple

☒ Single & Multiple

Single contracts shall be awarded for each geographic area. However, multiple contracts may be awarded to one Applicant for different geographic areas.

E. Single or multi-term contracts to be awarded
(Refer to HAR §3-149-302)

☐ Single term (2 years or less)

☒ Multi-term (more than 2 years)

Initial contract term:

Two (2) years, from July 1, 2016 through June 30, 2018.

The initial term shall commence on the contract start date.

Number of possible extensions: Two (2) extensions

Length of extensions: Two (2) years

Maximum contract term:

Six (6) years, from July 1, 2016 through June 30, 2022, subject to the Option to Extend provision of the contract (see 17, Special Conditions, Section 5 of this RFP).

Conditions for extension:

1. Ongoing need for the service, as determined by the State.
2. Availability of funding.
3. Acceptable utilization, as determined by the State.
4. Satisfactory performance, as determined by the State.
5. Satisfactory compliance with the terms and conditions of the contract, as determined by the State.
6. Must be in writing, shall allow 30 calendar days for consideration and approval, and shall be executed prior to the contract expiration date.

F. Subcontracting

(Refer to 3.2 General Conditions, Section 5 of this RFP)

Subcontracting shall be allowed with the prior written approval of the DHS. Subcontracting is encouraged to provide an array of services to families in all areas of the state, including culturally specific programming.

Prior to the start of the contract, the Provider shall submit any subcontracts to the DHS for review. The Provider shall ensure that its subcontractors comply with all of the contract requirements of this RFP. The Provider shall submit documentation of its subcontractor's compliance with the contract requirements as requested by the DHS.

2.4 Scope of Work

The Provider shall provide substance abuse assessment and monitoring services in compliance with and including all of the following tasks and responsibilities detailed below:

A. Service delivery

Services to clients shall utilize evidence based or evidence informed approaches and best practice principles. Services shall be provided using a trauma-informed approach, meaning attending to a client's emotional as well as physical safety, including understanding how trauma affects the client's life.

Services shall be linguistically appropriate, fully serving clients with Limited English Proficiency (LEP). Services shall also be fully accessible and accommodate clients with any disability.

Services shall be provided to all clients regardless of gender or sexual orientation. The Provider shall use gender neutral language in its program and prohibit

harassment and discrimination based on gender, gender identity or expression, and sexual orientation.

The Provider shall make every reasonable effort to assure that services are provided in a flexible manner to clients so as to best meet their specific needs, including the times service activities are scheduled, such as in the evenings or on the weekends to accommodate school or work schedules.

Services shall be provided for up to 12 months. Extensions may be requested on a case by case basis, based on the individual needs of the client, and shall be approved/disapproved in writing by the CWS/VCM/FSS worker.

The Provider shall assure and be responsible for the continuity of services in the event of staff illness, medical emergencies, vacancies, or other situations that might otherwise result in reduced program services.

1. Client services shall:
 - a. Be age and developmentally appropriate.
 - b. Be client-centered, designed to meet the unique needs of each client and build on their strengths to promote and enhance safety, health, and well-being.
 - c. Facilitate the client's increased access to physical safety and resources and support them in facing any barriers to receiving services.
 - d. Assist clients in strengthening their resilience by supporting their reducing risk factors and increasing protective factors.
 - e. Be provided in an environment that is welcoming, inclusive, de-stigmatizing, and not re-traumatizing.

B. Service activities

The Provider shall establish and implement written procedures for intake, assessment, testing, any other applicable service activities, and completion/termination of services (discharge), including the applicable criteria, timeframe for completion, and notifications to the CWS/VCM/FSS worker.

Services shall be provided at program facilities that provide for safe and appropriate interactions between clients and the Provider's staff.

1. **Intakes**
 The Provider shall receive all referrals for substance abuse assessments, which may result in recommendations for ongoing urinalysis monitoring, by fax in a format provided by the DHS. The Provider shall notify the referring worker by fax within 24 hours that the referral was received.
 - a. The Provider shall have a process to contact the referring worker to obtain additional information, as necessary, and to provide responses by phone, email, fax, and/or letter.

- b. Intake documentation shall be maintained in the client files, including the date and time of the referral, the referring worker's name and contact information, and any relevant information provided about the clients.

2. Assessments

A comprehensive, written assessment shall be completed for all referred clients and provided to CWS/VCM/FSS workers within two (2) weeks of the receipt of the referral. If this timeline is not met, the Provider shall document its efforts and the reason/s and notify the workers in writing by the second week after the referral was received.

- a. If the Provider has difficulty locating or contacting a client, the Provider shall request the assistance of the referring worker.
- b. The Provider shall conduct an assessment of each referred client in accordance with established assessment protocols (i.e., using instruments whose validity has been tested and accepted as credible such as the Addiction Severity Index (ASI) or other assessment instruments) and incorporating information provided by the CWS/VCM/FSS workers. The assessment shall assist in service planning for clients.

Note: An assessment shall not be totally based on client self-reporting but instead be a combination of client self-reporting, information provided by the CWS/VCM/FSS workers, which may include court reports, psychological evaluation information, previous positive urine or blood test information, and/or arrest/incarceration information, and the assessor's observations.

- c. The assessor shall provide in the assessment:
 - 1) A diagnosis or clinical impression based on the Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM V).
 - 2) Information regarding the substances the client is using/has used.
 - 3) A description of the client's impairment.
 - 4) A description of how the client's substance abuse poses a risk to a child/children.
 - 5) A treatment recommendation, i.e., the level of treatment required based on the American Society of Addiction Medicine (ASAM) Patient Placement Criteria II or similar criteria.
 - 6) A monitoring recommendation, i.e., how the CWS/VCM/FSS worker shall best monitor and confirm the client's degree of substance abuse.
- d. Copies of assessments shall be maintained in the client files.

3. Urinalysis Monitoring

After assessments are completed, reviewed by the Provider, and discussed with the CWS/VCM/FSS workers, if clients are recommended to participate in on-going random urinalysis monitoring (random UAs) they

shall be referred within the Provider's program. A client shall start at not less than weekly monitoring unless otherwise agreed on with the worker.

- a. When the level of monitoring is determined, the Provider shall obtain permission from clients to access their medical coverage provider, if applicable, to determine if their medical coverage plan covers the costs of the projected urinalysis testing and to ensure that, if so, any testing ordered is consistent with the plan's formulary. If reimbursement under the plan is not possible, the DHS' contract shall pay for each test on a fee-for-service basis per the unit rate established in the contract and up to the specified contract amount. The Provider shall document its efforts to show that attempts were made to collect reimbursement from the clients' medical coverage before utilizing the DHS' contract. Documentation shall be kept in the client files.
- b. Clients are assigned to either a non-Court jurisdiction track or a Court jurisdiction track. The monitoring for both tracks is substantially the same. However, any positive testing samples of a non-Court jurisdiction client sent to a laboratory for confirmatory testing shall have the results be provided to and reviewed by a licensed Medical Review Officer (MRO), pursuant to the Department of Health, Hawaii Administrative Rules, Title 11, Chapter 113. The MRO shall provide the results to the Provider and the Provider shall then provide the results to the CWS/VCM/FSS worker.
- c. Copies of all monitoring documents shall be maintained in client files.

4. Testing

The preferred method of testing shall be a test cup that is clinically accepted as a reliable testing method using a split sample (a sample that is separated into two parts with one tested at the program and the other retained in the event confirmatory testing is requested). The following substances shall be included in the testing:

- Amphetamines
- Methamphetamines
- Cocaine
- Marijuana
- Opiates

The Provider shall make every effort to keep the cost per test cup at or below \$4.00.

Alcohol testing separate from the test cup shall also be included if requested by the CWS/VCM/FSS worker. In such cases, an 80 hour alcohol test shall be administered.

Other methods of testing that are reliable and valid may be provided in lieu of the above if approved by the DHS, particularly in hard to serve areas.

Generally clients shall participate in on-going random UAs, however, clients may also provide one-time only random UAs. The following conditions apply to both on-going and one-time only random UA clients:

- a. The Provider shall be responsible for providing:
 - 1) A site or sites for conducting random UAs that is/are client accessible.
 - 2) A telephone line or lines for clients to call.
 - 3) A unique client number or other identifier for each client to assure the client's confidentiality.
 - 4) A valid random selection method.
 - 5) Confirmatory testing for all non-Court and Court jurisdiction clients who test positive if requested by the client and/or the CWS/VCM/FSS worker.
- b. Clients shall call the Provider's phone line/lines daily to find out if their client number/identifier is specified. If so, they shall present themselves at the appropriate testing site, with a valid identification, to provide a random UA. A Court-jurisdiction client shall be court ordered and required to follow this process.
- c. Prior to providing random UAs, clients shall sign a declaration stating:
 - 1) An admission that they will test positive for a specific substance/s, which they identify, if they provide a random UA.
 - 2) Any prescription medication and over the counter drugs they are taking. If they are taking prescription medication they shall bring the medication, in its specific container, with them.

If a client admits to substance use they shall not be required to provide a random UA unless requested by the CWS/VCM/FSS worker or a court order.
- d. At the testing site/s the Provider shall prepare the testing area so as to minimize or eliminate invalid results.
- e. The Provider shall observe all clients as they provide samples or perform adulteration testing prior to sample splitting to ensure the integrity of the samples. The approximate cost per adulteration test is 88 cents.
- f. After providing random UAs, clients shall sign another declaration attesting that the random UA they provided was theirs and not tampered with or diluted in any way.
- g. The Provider shall read the testing results and provide a written copy of the results to clients.
- h. If adulteration testing is performed and reveals that a random UA is contaminated, the Provider shall report the testing result as "dirty".
- i. The Provider shall report all negative testing results via fax verification to the CWS/VCM/FSS worker within three (3) days of the random UA's completion. The Provider shall report all positive

testing results and no-shows within 24 hours of the random UA's completion or day of the no-show.

- j. Clients shall not be allowed to provide random UAs on a non-specified day without permission from the CWS/VCM/FSS worker or a court order conveyed directly to the Provider.
 - k. The Provider shall conduct confirmatory testing for a disputed testing result only at a client's and/or the CWS/VCM/FSS worker's request. However, if only the client requests confirmatory testing it shall be at their expense. Clients shall inform the Provider at the time random UAs are provided if they dispute the testing result. The Provider shall inform clients about the confirmatory testing process, including available testing sites and approximate costs. If confirmatory testing is completed the results shall be provided in writing to clients, the CWS/VCM/FSS workers, and the Court, if applicable. Should the confirmatory testing reveal a false positive, the testing cost shall be covered by the DHS' contract.
- 5. Facilitated linkage for clients to other service providers/community agencies and supports shall be provided as needed (e.g., other substance abuse services, health care/dental care/behavioral health services, etc.).
 - 6. Discharge documentation shall be completed for all on-going monitoring clients within one (1) week of completion/termination of services. Copies shall be provided to clients and CWS/VCM/FSS workers and copies maintained in the case files.
 - 7. The Provider shall ensure appropriate service transitions for clients to other service providers/community agencies, as applicable, when the contract ends.

C. Administrative/Management requirements

1. Experience

The Provider shall have verifiable experience for the last three (3) years in providing substance abuse assessments and urinalysis testing and monitoring services to clients.

2. Ability

The Provider shall have the necessary abilities, skills, and knowledge relating to the delivery of the contracted services.

3. Personnel

The Provider shall ensure that all staff, volunteers, and contracted personnel have the educational qualifications, work experience, necessary training, and appropriate certification/license, as applicable, to fulfill their job position requirements and provide the contracted service activities.

The Provider shall assure that:

- a. All staff, volunteers, and contracted personnel are at least 18 years old.
- b. All staff, volunteers, and contracted personnel providing direct services shall have, at minimum, a Certified Substance Abuse Counselor (CSAC) certification, a Bachelor's degree in social work, psychology, or a related field from an accredited institution, and six (6) months of experience in providing services to clients. A CSAC certification, an Associate's degree, and one (1) year of experience may replace the Bachelor's degree requirements. Staff who do not meet the experience requirement may provide direct services only under the close supervision of personnel with, at minimum, a CSAC certification and the Bachelor's degree requirements. Close supervision includes recommended actions and the review and approval of reports.
- c. All staff, volunteers, and contracted personnel shall demonstrate a willingness to work with others, including clients coping with multiple issues and co-workers, as part of a team.
- d. Program supervision, including supervision of staff, volunteers, and contracted personnel, shall be provided by staff with, at minimum, a CSAC certification, a Master's degree in social work, psychology, or a related field from an accredited institution, and one (1) year of experience in providing services to clients. A CSAC certification, a Bachelor's degree, and two (2) years of experience may replace the Master's degree requirements. Supervision shall include, but not be limited to, case reviews, periodic observation of service delivery, and ongoing evaluation of program effectiveness and outcome measures.
- e. Volunteers shall be under the control and direction of the Provider even though they are not paid staff or contracted personnel.
- f. If a job applicant does not meet the education, work experience, and/or training qualifications for a specific job position but the Provider still recommends hiring the applicant, a request for a waiver of the qualifications shall be submitted to the DHS in writing via email. The request shall include:
 - 1) The name of the applicant and his/her qualifications.
 - 2) The reason for the Provider's request and the justification for hiring the applicant (e.g. the applicant may not have the required education but may have adequate years of experience and/or training that demonstrates their ability to adequately perform the job position's duties).
 - 3) The Provider's plan for the supervision and training to be provided to the applicant if hired.

The DHS shall respond in writing via email asking for more information or approving/disapproving the waiver, including noting any conditions, such as a probationary plan, that need to be implemented in order to hire the applicant.

- g. No job applicant who does not meet the minimum qualifications for a job position shall be hired for work under the contract without written approval from the DHS.
- h. Verifications of education, work experience, certification/license, and waiver as well as job performance information are the responsibility of the Provider and shall be maintained and updated in the staff, volunteers, and contracted personnel files.
- i. The Provider shall comply with the following criminal history requirements:
 - 1) The Provider shall conduct an initial criminal history record check and sex offender check as well as submit a consent form to the DHS Licensing Unit for a CWS Central Registry Check for all staff, volunteers, and contracted personnel job applicants who apply to work under the contract, especially those who will be providing direct services as this necessitates close proximity to children.

The Provider shall search www.ecrim.hawaii.gov/ahewa/ (Adult Criminal Conviction Information System, Hawaii Criminal Justice Data Center) and search www.nsopr.gov (National Sex Offender Registry) prior to hiring staff, volunteers, or contracted personnel.

- 2) Conditional employment in a non-direct service position may be offered to an applicant for a period not to exceed 30 days pending the receipt of the results of the checks.
- 3) The Provider shall have an established procedure to address any criminal conviction results with an applicant. If after such results have been received and the Provider has discussed the results with the applicant and still recommends hiring the applicant, a request for a waiver shall be submitted to the DHS in writing. The request shall include:
 - a) The name of the applicant and their qualifications.
 - b) The reason for the Provider's request and their justification for hiring the applicant (e.g. the conviction was a misdemeanor which occurred several years before and the applicant's record has been clean since then), including the basis for the determination that such a criminal conviction does not pose a risk to the health, safety, or well-being of children.
 - c) The Provider's plan for the supervision to be provided to the applicant if he/she were hired.

The DHS shall respond in writing via email asking for more information or approving/disapproving the waiver, including

noting any conditions, such as a probationary plan, that need to be implemented in order to hire the applicant.

- 4) The DHS Licensing Unit receives the complete results of the CWS Central Registry Check and sends the Provider a copy of the results which includes only limited information.

If an applicant has a CWS Central Registry history which may/may not pose a risk to the health, safety, or well-being of children, the Licensing Unit shall contact the applicant and may work with the applicant and the Provider in gathering more details and reviewing the information. The Licensing Unit shall contact the applicant and the Provider with the results of the review.

- 5) No job applicant with a criminal and/or CWS Central Registry history which shall be hired for work under the contract without written approval from the DHS.
- 6) All three checks shall be completed again one (1) year after hire and again every two (2) years thereafter.
- 7) The results of all checks and copies of all consent forms shall be maintained and updated in the staff, volunteers, and contracted personnel files.

See "CRIMINAL HISTORY RECORD CHECK STANDARDS and PROTECTIVE SERVICES CENTRAL REGISTRY CHECK STANDARDS (Revised 4/18/13)", Section 5 of this RFP.

4. Training

- a. The Provider shall have in place both an initial and an annual training plan for staff, volunteers, and contracted personnel which shall identify the specific trainings to be provided and the time frames in which they will be provided. The initial trainings shall be completed before staff, volunteers, and contracted personnel may provide direct services without direct supervision.
- b. All staff, volunteers and contracted personnel providing direct services to clients shall have, at minimum, training in the following areas before they provide direct services without direct supervision:
 - 1) An agency orientation including, but not limited to, policies and procedures addressing:
 - a) Intakes, assessments, urinalysis monitoring and testing, and discharge.
 - b) Documentation requirements.
 - c) Non-discrimination.
 - d) Confidentiality and ethics.
 - e) Security and safety provision.
 - f) Emergency response and disaster preparedness procedures.
 - 2) Trauma informed care.
- c. A training record shall include each training topic completed, the number of training hours/days for each training, each training's

- completion date, and each training's facilitator and be maintained and updated in the staff, volunteers, and contracted personnel files.
- d. All training shall be provided by appropriately qualified and experienced trainers.

5. Dispute/Conflict resolution procedures

The Provider shall have written dispute/conflict resolution procedures to address disagreements with staff, volunteers, and contracted personnel, with clients, and with community resources, including consulting with the CWS/VCM/FSS worker, as needed.

6. Client files

- a. Client files shall contain basic client information such as name, gender, birthdate, race/ethnicity, address, phone number, marital status (if applicable), language spoken and any LEP concerns, and any health/physical/mental conditions or special needs. Files shall also contain copies of all intakes, assessments, monitoring documents, lab confirmations, discharge documents, and any other relevant documentation, such as case notes and service referrals.
- b. Files shall be maintained and updated during the service period.
- c. Files shall be kept strictly confidential.
- d. The Provider shall retain client files for six (6) years after the last service date.

7. Reporting requirements for program and fiscal data

- a. The Provider shall be responsible for the following required program reports:
 - 1) The Provider shall complete the monthly Client Eligibility List (CEL) and Quarterly Activity Report (QAR) in the formats provided by the DHS. The Provider shall report individual information about the clients served as well as the numbers of clients served, service units completed, program activities completed, accomplishments of the program objectives and outcomes, problems encountered, any program recommendations, and proposed future activities. The QAR shall also document any staffing changes.
 - 2) The Provider shall complete the quarterly Limited English Proficiency (LEP) Report in the format provided by the DHS. The Provider shall report the number of clients who were offered and who received language access services, the type of language access service provided, the type of service provider used, and the expenditures spent on language access services during the reporting period.
 - 3) The CEL shall be submitted to the DHS via email by the 15th of the month following the reporting period.

The QAR shall be submitted to the DHS by the last day of the month following the reporting period.

The LEP Report shall be submitted to the DHS via email by the last day of the month following the reporting period.

- b. The Provider shall be responsible for the following required fiscal report:
 - 1) The Provider shall complete the annual Budget in the formats provided by the DHS. The Provider shall summarize its annual projected program and personnel expenditures, including other sources of funding used for the contract and their amounts, as well as all staff and contracted personnel that work under the contract. The Budget shall be subject to review and approval by the DHS for justification of the amounts and the appropriateness of the budgeted expenses.
 - 2) The annual Budget shall be due by April 30 of the current fiscal year for the following fiscal year.
 - c. See Attachments, Section 5 of this RFP for samples of the program and fiscal reports.
8. Output and performance and outcome measurements
- a. The Provider shall maintain the capacity to deliver services throughout the contract term as specified in the Performance Measurement Forms A, B, and C, Section 2 of this RFP.
 - b. The effectiveness of the contract shall be evaluated according to the utilization of the services, the numbers of the various service activities provided, and the outcomes achieved.
 - c. Unless otherwise agreed to in writing, the number of clients to be served and the numbers of the various service activities to be provided shall change in proportion to any funding changes.
 - d. See the Performance Measurement Forms A, B, and C at the end of this Section 2 of this RFP.
9. Quality assurance and evaluation specifications
- a. The Provider shall maintain throughout the contract term a system of self-appraisal for on-going evaluation of the performance effectiveness and quality of its program services.
 - b. The evaluation process shall use credible and tested measurement tools or instruments.
 - c. The Provider shall collect data on the impact of services, including identifying indicators of change, which are relevant to outcomes.
 - d. The Provider shall include a process for implementing improvements and taking corrective action based upon the evaluation's findings.
 - e. The Provider shall provide a copy of its evaluation documentation to the DHS upon request.

10. Insurance requirements (see 1.4, General Conditions, Section 1 and 2., Special Conditions, Section 5 of this RFP)
 - a. The Provider shall maintain throughout the contract term the following insurance coverage:
 - 1) General Liability Insurance of no less than \$1 million per occurrence and \$2 million annual aggregate for bodily injury and property damage.
 - 2) Automobile Liability Insurance of no less than \$1 million per accident for any auto, non-owned autos, and hired autos.
 - 3) Professional Liability Insurance (Errors and Omissions) of no less than \$1 million per claim and \$2 million annual aggregate.
 - b. On the Certificate it shall be stated that the State of Hawaii is named as an additional insured with respect to operations performed for the State, and any insurance maintained by the State will apply in excess of, and not contribute to, the insurance provided by the policy.
 - c. The Provider shall include any subcontractor as additional insured under its policies or provide to the DHS separate Certificates of Insurance and endorsements for each subcontractor. Any subcontractor shall comply with the same insurance requirements as the Provider.
 - d. The DHS reserves the right to amend insurance requirements in order to maintain all contracts in compliance with the most current State requirements.

11. Hawaii Compliance Express (HCE)

The Provider shall be compliant with all statutes and administrative rules. Per HRS §103D-310(c), HRS Chapter 103F, and HAR §3-120-112, the Certificate of Vendor Compliance provided by the HCE is acceptable verification of the Provider's good standing as a vendor doing business in the State of Hawaii. The Provider shall be an HCE member with compliant status.

12. All contracts shall be monitored by the DHS in accordance with requirements set forth by HRS Chapter 103F. Ongoing contract monitoring shall include review of program and fiscal reports and periodic assessment of service delivery and program effectiveness. In addition, annual contract monitoring may include site visits with a comprehensive evaluation of several areas, including review of the Provider's compliance with contractual requirements, agency personnel files, client files, and accounting practices.

D. Facilities

The Provider shall obtain and maintain adequate facilities for the satisfactory delivery of contracted services. The Provider's facilities shall meet American

Disabilities Act (ADA) requirements, as applicable, and provide any special equipment necessary for service provision. The facilities may be shared with another agency/other agencies but shall be available for the contracted geographic area/s. The facilities shall be operational by the contract start date.

2.5 Compensation and Method of Payment

The Provider shall comply with HRS Chapter 103F, Purchases of Health and Human Services Cost Principles (see the SPO website) in the development of its budget and its expending of contract funding.

Unless otherwise proposed and agreed between the Provider and the DHS, the pricing structure for these services is as checked below. The pricing structure may be revised by mutual agreement throughout the contract term.

___ Cost reimbursement where the State pays the Provider up to a maximum annual contract amount for budgeted costs actually expended in the delivery of contracted services.

X Fixed rate cost where the State pays the Provider up to a maximum annual contract amount a service unit rate for the delivery of a set number of service units.

___ Base cost/Fixed rate cost combination where the State pays the Provider a base cost for operations plus a fixed rate cost for delivered units.

___ Negotiated rate where the State determines a set number of service units needed and negotiates with the Provider a delivery cost for the service units. The cost divided by the number of units needed determines a service unit rate.

A. Units of service

1. The units specified in Performance Measurement Forms A, B, and C are relevant to service delivery and capacity.
2. Service units are defined as:
 - a. One (1) completed substance abuse assessment report in an acceptable format provided to the CWS/VCM/FSS worker.
 - b. One (1) scheduled, collected, and read urinalysis testing sample result reported in an acceptable format for the substances or alcohol described in 2.4, 4., Section 2 of this RFP and provided to the CWS/VCM/FSS worker.

B. Method of compensation and payment

1. Unit Rates
 - a. \$145.00 per completed substance abuse assessment report provided to the CWS/VCM/FSS worker.
 - b. \$25.00 or approved alternative rate per urinalysis testing sample report provided to the CWS/VCM/FSS worker.

- c. A bonus of \$3.00 for each positive, negative, and no-show urinalysis testing sample report provided to the CWS/VCM/FSS worker within 24 hours of the testing or the no-show.
 - d. \$40.00 per scheduled assessment appointment no-show.
 - e. Rates may be renegotiated throughout the contract term. Also see 2.1., F., Section 2 of this RFP.
2. A monthly invoice shall be submitted in a format specified by the DHS. The invoice shall be submitted by the 15th of the month following the reporting period. See Attachments, Section 5 of this RFP for a sample of the invoice.
- Payment shall be made after receipt and preliminary approval of an invoice, reports, and any other documents required by the DHS.
- All client costs shall be supported by documentation indicating who services were provided to, when services were provided, and what services were provided.
3. The Provider shall not require any additional fees from clients for services provided through this contract without the prior approval of the State.
4. The Provider shall not use funds received through this contract for services and costs for which it received compensation from other State, federal, or other sources.